

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of Montreal		08/13/2008	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Timothy's Coffees of the World Inc.		
Street Address:	400 Steeprock Drive		
City:	North York, Ontario		
State/Country:	CANADA		
Postal Code:	M3J 3B1		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2935716	TIMOTHY'S	
Registration Number:	2937237	TIMOTHY'S WORLD COFFEE	
Registration Number:	2937261	TIMOTHY'S WORLD COFFEE	
Serial Number:	77216065	JAZZED UP DECAF	
Serial Number:	77216046	BIG EASY BOLD	
CORRESPONDENCE DATA			
Fax Number:	(202)739-3001		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	202.739.5652		
Email:	chowell@morganlewis.com		
Correspondent Name:	Catherine R. Howell, Senior Paralegal		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 2:	ATTN: TMSU		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	100221-0003.		

CH \$140.00 2935716

900113869

TRADEMARK
REEL: 003835 FRAME: 0906

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Catherine R. Howell, Senior Paralegal

Signature:

/Catherine R. Howell/

Date:

08/14/2008

Total Attachments: 4

source=Release of Timothy's Bank of Montreal#page1.tif

source=Release of Timothy's Bank of Montreal#page2.tif

source=Release of Timothy's Bank of Montreal#page3.tif

source=Release of Timothy's Bank of Montreal#page4.tif

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("Release") dated as of August 13, 2008, is made by BANK OF MONTREAL, as Lender (the "Lender"). All capitalized terms used herein that are defined in the Loan Agreement or the Trademark Agreement (each as defined below) and that are not otherwise defined herein shall have the respective meanings ascribed thereto in the Loan Agreement or Trademark Agreement.

Reference is made to (a) the Bank of Montreal Loan Authorization Agreement, dated as of March 20, 2008 (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), among 2161001 Ontario Inc. ("2161001") (predecessor of the Borrower (as defined below)) as borrower thereunder, and the Lender as lender thereunder, and (b) the Grant of Security Interest in Trademark Rights, dated as of March 20, 2008 (as amended, supplemented or otherwise modified from time to time, the "Trademark Agreement"), among Timothy's Coffees of the World Inc. (the "Borrower") (as successor by amalgamation to 2161001) and the Lender.

Pursuant to the Trademark Agreement, among other things, the Borrower pledged and granted to the Lender a security interest in, among other things, all of the Borrower's right, title, and interest in and to the trademarks and trademark applications of the Borrower set forth on Annex I hereto (the "Trademarks"), which security interest was recorded with the United States Patent and Trademark Office.

In connection with the payoff of the Loans under the Loan Agreement, the Borrower has informed the Lender of its desire to obtain the release of all rights, title and interest (including, without limitation, all security interests) of the Lender in and to the Trademarks granted under the Trademark Agreement.

Accordingly, for good and valuable consideration, receipt of which is hereby acknowledged, the Lender hereby releases and terminates the lien created by the Borrower under the Trademark Agreement, and all other rights, title and interest (including, without limitation, security interests) of the Lender in and to the Trademarks and all other collateral derived therefrom. The Lender agrees to make Uniform Commercial Code termination statements filings, filings with the United States Patent and Trademark Office, and other filings to evidence the release and termination of such Liens and security interests covering the Trademarks.


The Borrower agrees, upon reasonable request of the Lender, at any time and from time to time, to execute and deliver all such further documents and take such action as may be reasonably necessary or appropriate in order to effectively confirm or carry out the provisions hereof.

This Release shall be construed in accordance with and governed by the law of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Lender, by a duly authorized Officer thereof, has caused this Release to be duly executed as of the date set forth above.

BANK OF MONTREAL


By: 
Name: **Brett M. Sanchez**
Title: **Vice President**

Signature Page to Release of Trademark Security Interest

TRADEMARK
REEL: 003835 FRAME: 0909

STATE OF)
) ss
COUNTY OF)

On the ____ day of August, 2008, before me personally came Brett Sanchez; who, being duly sworn, did depose and say that she/he is the Vice President of Bank of Montreal, the bank described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such bank; and that she/he acknowledged said instrument to be the free act and deed of said bank.


Notary Public OFFICIAL SEAL
DAVID B. ROBERTS
Notary Public - State of Illinois
My Commission Expires Aug 31, 2011

(PLACE STAMP AND SEAL ABOVE)

Annex I

United States Trademark Registrations and Applications

Trademark	Reg. No.	Wares/Services	Next Renewal Date
TIMOTHY'S	2,935,716	Coffee	March 29, 2015
TIMOTHY'S WORLD COFFEE	2,937,237	Coffee	April 5, 2015
TIMOTHY'S WORLD COFFEE & DESIGN	2,937,261	Coffee	April 5, 2015
JAZZED UP DECAF	Serial No. 77/216,065	Coffee	Filed June 26, 2007
BIG EASY BOLD	Serial No. 77/216,046	Coffee	Filed June 26, 2007